

NEW ISSUE

CHARLESTON TRIDENT MULTIPLE LISTING SERVICE, INC.
SENTRILOCK SMARTCARD & CARD READER LEASE

IT IS HEREBY AGREED BETWEEN THE Charleston Trident Multiple Listing Service, Inc. (MLS),
AND MLS PARTICIPANT (BIC): (Name of BIC and Company) OFFICE MLS ID#:
AND MLS LICENSEE (Agent): (Agent) AGENT MLS ID#:

- 1. SMARTCARD and CARD READER RECEIPT: Participant and Agent acknowledge receipt of a SentiLock SmartCard and one Card Reader from the MLS.
Agent acknowledges that the Smart Card and Card Reader are and shall be the sole property of CTMLS.
2. SMARTCARD AND CARD READER DEPOSITS, ISSUING FEE & ANNUAL FEE: MLS hereby acknowledges receipt of the cumulative sum of \$125 from the
Agent which represents a \$75 non-refundable issuing fee, a \$25 deposit for the SmartCard and a \$25 deposit for the Card Reader. In the event of a
violation of any provision of this agreement, the deposits shall be forfeited to the MLS.

Interest earned by the MLS on the deposits shall be retained by the MLS as partial consideration for its services and Participant and Agent hereby waive
any claim to any interest on the deposits.

An Annual User Fee of \$25 will be due and payable by January 1st of each year.

- 3. CURRENT UPDATE: Agent acknowledges that the SmartCard has an update and that this code expires at regular intervals determined by the MLS
prohibiting further use of the SmartCard until a new update is obtained from the MLS by placing the SmartCard in an MLS Card Reader or by other
authorized method. Update will only be issued to an Agent in good standing with the MLS.

- 4. TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the SmartCard and Card
Reader are returned to MLS.

- 5. RETURN OF SMARTCARD AND CARD READER: Agent agrees to return SmartCard and Card Reader within the earlier of (1) 48 hours of receipt of a request
to do so by the MLS or (2) within five working days after occurrence of any of the following events:

- a. Termination of a Participant as a Participant in MLS
b. Termination of Agent's association with the said Participant for any reason
c. Failure of the Agent to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the
provisions for security in paragraph 7 below.

Failure to return the Smart Card and/or Card Reader within five working days following any of the events listed above will result in forfeiture of SmartCard
and/or Card Reader deposit.

In the event of the death of the Agent, Agent's heirs or personal representative will surrender the SmartCard and Card Reader to the MLS and will be
entitled to a refund of the deposits without interest on any amount. Failure to return the Smart Card and Card Reader within six months of the death of
the Agent will result in forfeiture of the SmartCard and Card Reader deposits to the MLS.

- 6. WARRANTY: If during the twelve months immediately following delivery, a SmartCard or Card Reader malfunctions under normal use, MLS agrees to, at
its option, repair or replace the product without charge to the Agent.

- 7. SECURITY OF SMARTCARD: Agent acknowledges that it is necessary to maintain security of the SmartCard to prevent its use by unauthorized persons.
Consequently, Agent agrees:

- a. To keep the SmartCard in Agent's possession or in a safe place at all times.
b. To not allow his/her personal identification number (PIN) to be attached to the SmartCard or disclose to any third party his/her personal
identification number (PIN).
c. TO NOT LOAN THE SMARTCARD TO ANY PERSON, FOR ANY PURPOSE WHATSOEVER, OR TO PERMIT THE SMARTCARD TO BE USED FOR ANY
PURPOSE BY ANY OTHER PERSON.
d. To not duplicated the Smart Card or allow any person to do so.
e. To not assign, transfer, or pledge the rights of the SmartCard or Card Reader.
f. To notify the MLS within five (5) days of the loss or theft of a SmartCard or Card Reader. The Agent shall complete, sign and deliver a notarized
statement to the MLS with respect to the circumstances surrounding the loss or theft. After 30 days, MLS will transfer the deposit for the missing
SmartCard to the general funds of MLS and the deposit will be forfeited.
g. To follow all additional security procedures as specified by the MLS.

- 8. REPLACEMENT SMART CARDS: One replacement Smart Card will be issued to Agents who:
a. Have complied with this Agreement and the policies and procedures of the MLS with respect to The SentiLock System.
b. Pay a replacement issuing fee of \$25 and make a replacement Smart Card Deposit of \$50 for the 1st replacement.

Continued on back. All information on back is part of this lease and the responsibility of the parties.

Agent Date

Participant(BIC) Date

CTMLS Initials date

NOTE: 1. If within 30 days of issuing a Replacement SmartCard, the lost-SmartCard is returned to MLS, the replacement SmartCard deposit shall be refunded.

2. If the Replacement SmartCard is lost or stolen, any subsequent Replacement SmartCard will be issued by forfeiting the deposit for that card, paying a \$25 issuing fee of \$75 for the 2nd, \$100 for the 3rd and \$125 for the 4th. After that, a card may be replaced only upon authorization of the MLS Directors, on such terms and conditions as the MLS Directors shall determine.

9. ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT: This written contract expresses the entire agreement between Participants, Agents and the MLS with respect to SentiLock SmartCards and Card Readers. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This agreement is binding upon the heirs and personal representatives of the Agent.

10. DISCIPLINARY ACTION: Agent agrees to be subject to the disciplinary rules and procedures of the Charleston Trident Association of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and Card Reader deposits and forfeiture of the Agent's right to be issued a SmartCard or Card Reader.

11. INDEMNIFICATION: Participant and Agent agree to indemnify and hold the MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against MLS resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System.

12. REIMBURSEMENT: Participant and Agent agree that, in the event that MLS shall prevail in any legal action brought by or against the Participant or Agent to enforce the terms of this agreement, Participant or Agent, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.

13. GOVERNING LAW: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of South Carolina, and venue shall be the county in which the Participant and/or Agent reside.

14. PARTIAL INVALIDITY: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

15. DISCLOSURE TO CLIENTS: Prior to placing a Lockbox on the owner's property, the Agent agrees to obtain a separate "Lockbox Addendum" from the property owner(s) and tenant(s) in substantially the following form:

"The undersigned grants permission to place on the property a Lockbox containing a key to the Property. This Lockbox may be opened by MLS Participants and their authorized Agents. Entry by unauthorized persons is possible due to circumstances beyond the control of the Participant or the MLS. The use, risk and precautions to be taken by the undersigned in the connection herewith have been explained and the undersigned assumes the risk thereof."

16. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Charleston Trident MLS, Inc.
- b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.
- d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Agent's SmartCard and Card Reader or cause Agent to return SmartCard and Card Reader to MLS within 5 (five) working days of Agent's inactivation from MLS membership. The Participant will continue to be charged a service fee for the disassociated agent until the next billing cycle after the SmartCard is returned. If an Agent does not return the SmartCard and Card Reader, Participant agrees to furnish MLS with copies of written correspondence of all attempts made to obtain said SmartCard and Card Reader. The Participant will continue to be charged a service fee for the disassociated Agent until the next billing cycle after such copies have been furnished.
- f. Participant holds the right to return the Agent's SmartCard and Card Reader to MLS within 5 (five) working days of Agent's transfer out of Participant's office.
- g. Participant holds the right to allow Agent to transfer SmartCard and Card Reader to new Participant with a new SentiLock SmartCard and Card Reader lease signed by new Participant.
- h. Participant agrees that he/she is jointly and severally liable, together with Agent, for all duties, responsibilities and undertakings of Agent under this Agreement and understands that failure to follow the provisions of the SentiLock SmartCard Agreement may result in the loss of MLS SmartCard privileges and, further, could cause the MLS to recall all SmartCards and Card Readers issued to Participant and Participant's Agents.

17. REACTIVATING MLS SMARTCARD MEMBERSHIP:

Any former MLS SmartCard subscriber requesting to reactivate Smart Card participation and holds an activate license with a CTMLS member firm will be required to purchase a new SmartCard and pay a \$25 issuing fee and a \$25 Smart Card deposit. If the agent's original SmartCard and Card Reader were returned as stated in Line 5, then the agent will be issued a new Card Reader and must make a \$25 Card Reader deposit. If the Card Reader was not returned, agent may use original Card Reader and no new deposit will be made on the Card Reader; the old Card Reader deposit will remain forfeit. If Card Reader was not returned and agent requests a new Card Reader, the agent must pay \$50, none of which is a Card Reader deposit.